INDEPENDENT AGREEMENT BETWEEN iKHAYA, LLC AND NEOKORTEXAI, LLC

This Agreement is made between **iKhaya, LLC** ("iKhaya") and **NeokortexAI, LLC** ("NeokortexAI") through the services of **Jack Korinek** ("Consultant").

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1. Scope of Work

NeokortexAI, through Jack Korinek, will provide database development services to iKhaya for its client, **Virtual Vision Health** ("Client").

2. Hourly Rate & Estimated Hours

- Jack Korinek will be billed at **$85 per hour**.

- Estimated hours: **15 hours per week**, with flexibility to increase.

- Consultant will track hours and submit a weekly invoice.

3. Payment Terms

- Payments are **net 5** days after iKhaya receives payment from the Client.

- Jack Korinek will submit weekly invoices and status reports at **30 hours**, **60 hours**, **100 hours**, and milestones up to **500 hours**.

4. Independent Contractor Status

- Jack Korinek is an independent contractor, not an employee of iKhaya.

- Jack is responsible for his own taxes and benefits.

5. Duration & Termination

- This Agreement is **undefined** in duration. Either party may terminate with **14 days written notice**.

- Payments will be made for services rendered up to termination.

6. Confidentiality

- Consultant agrees to maintain confidentiality of all proprietary information.

7. No Authority to Bind

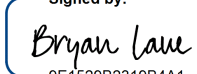- Jack Korinek has no authority to bind iKhaya to any obligations.

8. Indemnification

- NeokortexAI and Jack Korinek will indemnify iKhaya against any claims arising from services, except for gross negligence or misconduct by iKhaya.

9. General Provisions

- **Governing Law**: This Agreement is governed by the laws of the State of **Ohio**.

- **Amendments**: Changes must be in writing and signed by both parties.

SIGNATURES

iKHAYA, LLC

Signed by:

Bryan Lane

By: _____
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Date: _____
3/26/2025

NEOKORTEXAI, LLC

DocuSigned by:

Jack Korinek

By: _____
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Date: _____
3/27/2025